

WELL AGREEMENT

State Route

This agreement made and entered into by and between the State of Washington, hereinafter referred to as the "State", and hereinafter referred to as the "Owner(s)":

WITNESSETH

WHEREAS the Owner(s) have/has, on the date of this agreement, executed and delivered to the State a warranty deed conveying certain real property;

AND WHEREAS the State requires this property for public use in the construction and operation of the above entitled project;

AND WHEREAS the State's acquisition will eliminate the Owners' existing water system or damage said system to an extent that will require replacement to provide for continued use of the Owners' remaining property;

AND WHEREAS it is the purpose of this agreement that the Owner(s) will contract with others for the replacement of said water system. The costs of providing a replacement system of equal quantity and quality will be paid by the State;

NOW THEREFORE it is agreed that:

1. The warranty deed and voucher in the amount of , of even date with this agreement, are expressly incorporated in and by this reference made part of this agreement.
2. The State will process and deliver as soon as possible to the Owner(s), a warrant in the amount of said voucher. This sum has been accepted by the Owner(s) as just compensation both for lands conveyed and for damage to remaining lands of the owners, excepting only damage occasioned by loss of the water supply.
3. Upon the signing of this agreement, the Owner(s) will proceed with the construction of a new water well upon the remaining property, said well to be not larger than ...4... in

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diameter and drilled to such a depth as will supply an amount of water equal to the supply taken from the existing water system. Said well to be fitted with a pump of suitable design and capacity to provide said equal supply of water and to be connected to the Owners' existing water distribution system. This construction will be completed as expeditiously as possible.

4. Upon completion of the new well, the Owner(s) will present an itemized account of the costs thereof to the State, and include in said accounting, proper credit for any items or materials salvaged from the existing water supply system and used in connection with the new well or applied toward the cost of the same. Said account shall be accompanied by a well driller's statement specifying the type of earth formations and any significant volume of water encountered during drilling and by a statement of the capacity of such re-established water system submitted by the installer of the pump.
5. Any costs arising solely from the development of a greater capacity system shall be borne by the Owner(s), and the State shall be bound only to the extent of the costs necessary to establish a system equal to the existing water system.
6. Upon approval by the State of the costs thereof being fair and reasonable, the State will forthwith pay the Owner(s) the amount of said approved costs and the Owner(s) will execute a release of any and all damages occasioned by the taking of the water supply. In the event the State refuses to pay any or all such costs, it shall notify the Owner(s) in writing and the Owner(s) shall have the right within six months from date of said letter, to institute an appropriate action against the State to recover damages occasioned by the taking of the existing water supply. The State shall not unreasonably restrict the flow from the existing water supply until the new well has been completed providing that the Owner(s) have/has complied with Paragraph No. 3 herein.
7. In the event that no such action is instituted within the above stated time, the parties hereto mutually agree that any and all claims arising by the taking of the existing water supply will be forever barred.

Dated: _____, _____

Name

Name

RES-313

Revised 11/00

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Accepted and Approved:

STATE OF WASHINGTON
Department of Transportation

By: _____
Gerald L. Gallinger
Director, Real Estate Services

Date: _____